

Haywood County	CIVIL SUMMONS page 1 of 1	Case Number 3991
Walgreen Co. Vs. GS Lighting Services, Inc., a Texas Corp. and Depositors Insurance Company		

Served On:

GS Lighting Service, Inc. Serve through the Secretary of State

You are hereby summoned to defend a civil action filed against you in Circuit Court, Haywood County, Tennessee. Your defense must be made within thirty (30) days from the date this summons is served upon you. You are directed to file your defense with the clerk of the court and send a copy to the plaintiff's attorney at the address listed below. If you fail to defend this action by the below date, judgment by default may be rendered against you for the relief sought in the complaint.

Issued: 11-19-2010

[Signature]
Clerk / Deputy Clerk

Attorney for Plaintiff: Leland M. McNabb
81 Monroe Avenue, Memphis, TN 38103/901-624-0640

NOTICE OF PERSONAL PROPERTY EXEMPTION

TO THE DEFENDANT(S): Tennessee law provides a ten thousand dollar (\$10,000) personal property exemption as well as a homestead exemption from execution or seizure to satisfy a judgment. The amount of the homestead exemption depends upon your age and the other factors which are listed in TCA § 26-2-301. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for your self and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer. Please state file number on list.

Mail list to _____, _____ Clerk, _____ County

CERTIFICATION (IF APPLICABLE)

I, MARY BOND LONON, _____ CIRCUIT _____ Clerk of HAYWOOD County do certify this to be a true and correct copy of the original summons issued in this case.

Date: NOVEMBER 19, 2010

[Signature]
Clerk / Deputy Clerk

OFFICER'S RETURN: Please execute this summons and make your return within thirty days of issuance as provided by law.

I certify that I have served this summons together with the complaint as follows: _____

Date: _____

By: _____
Officer, Title**RETURN ON SERVICE OF SUMMONS BY MAIL:** I hereby certify and return that on _____, I sent postage

prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in the above styled case, to the defendant _____. On _____ I received the return receipt, which had been signed by _____ on _____. The return receipt is attached to this original summons to be filed by the Court Clerk.

Date: _____

Notary Public / Deputy Clerk (Comm. Expires _____)

Signature of Plaintiff _____

Plaintiff's Attorney (or Person Authorized to Serve Process)
(Attach return receipt on back)

ADA: If you need assistance or accommodations because of a disability, please call _____, ADA Coordinator, at () _____.

IN THE CIRCUIT COURT OF TENNESSEE
TWENTY-EIGHTH JUDICIAL DISTRICT
AT BROWNSVILLE

9.4416

WALGREEN CO.,

Plaintiff,

GS LIGHTING SERVICE, INC.,
A Texas Corporation and
DEPOSITORS INSURANCE COMPANY,

NO.: 3997

Defendants.

FILED
1-19-10 Time 10:30
MARY E. LONON, Clerk
[Signature] D.C.

COMPLAINT OF WALGREEN CO. FOR DECLARATORY JUDGMENT

Walgreen Co. sues GS Lighting Service, Inc. and Depositors Insurance Company under Tenn. Code. Ann. §29-14-101 *et seq.* to seek a declaration that it is entitled to provision of a defense under a policy of insurance issued by Depositors Insurance Company to GS Lighting Service, Inc. and is afforded indemnity under both the policy of insurance issued by Depositors Insurance Company and under a contract executed by GS Lighting Service, Inc. Plaintiff says in support thereof, as follows:

1. Walgreen Co. is an Illinois corporation conducting business in Brownsville, Haywood County, Tennessee at 1114 East Main Street, Brownsville, Tennessee, where it owns and operates a drug store.
2. GS Lighting Service, Inc. is a corporation organized under the law of Texas, having its principal place of business at 28917 Katy-Brookshire Road, Katy, Texas 77494. GS Lighting Service, Inc. does business in Tennessee within the meaning of Tenn. Code Ann. §20-2-

214(1),(5) by virtue of entering into a "Lighting Maintenance Service Agreement" with Walgreen Co. GS Lighting Service, Inc. is subject to the jurisdiction of this Court.

3. Walgreen Co. and GS Lighting Service, Inc. entered into a "Lighting Maintenance Service Agreement" in April, 2008. By its provisions, the Agreement took effect June 1, 2008. A complete and accurate copy of the "Lighting Maintenance Service Agreement" between Walgreen Co. and GS Lighting Service, Inc. including Exhibits attached to the Agreement is attached to this Complaint as Exhibit 1. Paragraph 13 of the "Lighting Maintenance Service Agreement" provides that the law of Tennessee shall govern the Agreement because the provision of services by GS Lighting Service, Inc. giving rise to this dispute took place in Tennessee.

4. The "Lighting Maintenance Service Agreement", paragraph 5, requires GS Lighting Service, Inc. to purchase and maintain in effect during the term of the "Lighting Maintenance Service Agreement" comprehensive general liability and property damage insurance under which Walgreen Co. is required to be named as an additional insured. The "Lighting Maintenance Service Agreement", paragraph 4, obligates GS Lighting Service, Inc. to indemnify Walgreen Co. and its employees for all costs and losses which Walgreen Co. suffers as a result of suits arising out of injury caused by negligence of GS Lighting Service, Inc. or its employees.

5. Depositors Insurance Company is a corporation organized under the law of Iowa, having its principal office at 100 Locust Street, Department 1100, Des Moines, Iowa 50391-2000. Depositors Insurance Company does business in Tennessee within the meaning of Tenn. Code Ann. §20-2-214(4) and is subject to the jurisdiction of this Court.

6. GS Lighting Service, Inc. purchased commercial general liability insurance coverage from Depositors Insurance Company. Attached is the Affidavit of Joshua Jenkins stating that policy number ACP DCT0 7222165456 was issued to GS Lighting Service, Inc. for a policy period March 28, 2008, to March 28, 2009. Upon information and belief, a true, accurate, and complete copy of the policy of insurance is attached to this Complaint as Exhibit 2.

7. The policy of insurance issued by Depositors Insurance Company to GS Lighting Service, Inc. contains an endorsement entitled "Additional Insured – Owners, Lessees, or Contractors – Schedule, Person, or Organization" which identifies Walgreen Co. as an additional insured organization and describes the locations of covered operations as "all Walgreen stores that are serviced by GS Lighting Service." A complete and accurate copy of the endorsement which consists of two pages is attached to this Complaint within Exhibit 2.

8. The "Lighting Maintenance Service Agreement" contains Exhibit A which provides that GS Lighting Service, Inc. will service "all Memphis district stores." The Walgreen Co. store located at 1114 East Main Street, Brownsville, TN, store number 11464, is a Memphis district store. The policy of insurance provides coverage to Walgreen Co. for the store located at 1114 East Main Street, Brownsville, TN.

9. On June 15, 2009, Raymond Hazel and his wife, Pamela A. Hazel, filed in the Circuit Court of Tennessee, Twenty-Eighth Judicial District, at Brownsville, docket number 3922, a Complaint seeking to recover money damages in an unspecified amount for personal injuries sustained by them on June 19, 2008. On June 19, 2008, Raymond Hazel was an employee or agent of GS Lighting Service, Inc. and was on the premises of Walgreen Co. for the purpose of repairing lighting. Mr. Hazel was engaged in the ongoing operations of GS Lighting Service, Inc. under the provisions of the "Lighting Maintenance Service Agreement" between

GS Lighting Service, Inc. and Walgreen Co. Raymond Hazel and Pamela Hazel allege in their Complaint, paragraphs 9 and 12, that Sheryl Stuart, store manager, and James Adkins, associate store manager, and their employer, Walgreen Co., negligently failed to maintain and inspect Walgreen Co.'s premises to ascertain that the premises were in a safe condition and failed to use ordinary and reasonable care to maintain the premises and to stack items in the stockroom of the store to keep items from falling. Raymond Hazel and Pamela Hazel allege that items in the stockroom fell, causing Mr. Hazel to lose his balance and in turn to fall from a ladder to the floor below, injuring him. Under T.R.E. 201(c)(d), Plaintiff requests that this Court take judicial notice of the allegations of negligence by Plaintiffs Hazel against Walgreen Co. and its employees because such allegations are contained in the Complaint pending in this Court under docket number 3922. A copy of the Complaint is attached as Exhibit 3.

10. On August 14, 2009, Tomas J. Fernandez, on behalf of Walgreen Co., demanded of GS Lighting Service, Inc., Pathfinders/LL&D Insurance Group, LLC, the agent of Depositors Insurance Company, Allied Insurance Company, and Depositors Insurance Company with respect to policy number ACP DCT0 7222165456 that Walgreen Co. be defended and indemnified under the "Lighting Maintenance Service Agreement" and under the policy of commercial general liability insurance issued pursuant to the "Lighting Maintenance Service Agreement" which named Walgreen Co. as an additional insured. A copy of the letter from Mr. Fernandez to GS Lighting Service, Inc., Pathfinders/LL&D Insurance Group, LLC and Allied Insurance Company is attached to this Complaint as Exhibit 4.

11. On August 18, 2009, Walgreen Co. and its employees, Sheryl Stuart and James Adkins, filed their Answer to the Complaint of Raymond Hazel and Pamela Hazel. In their Answer, Fourth Defense, Walgreen Co. and its employees allege that Raymond Hazel breached

his duty of exercising ordinary and reasonable care for his own safety and was thus negligent such that his negligence bars his recovery of money damages. Walgreen Co. and its employees alternatively alleged that the negligence and fault attributable to Mr. Hazel must be compared with any fault attributable to any Defendant under the Doctrine of Modified Comparative Fault as judicially adopted in Tennessee. Walgreen Co. has thus alleged negligent conduct against Raymond Hazel as the agent or employee carrying out operations on behalf of GS Lighting Service, Inc. under the "Lighting Maintenance Service Agreement." A copy of the Answer of Walgreen Co. and its employees is attached to this Complaint as Exhibit 5. Under T.R.E. 2001(c)(d), Plaintiff requests that the Court take judicial notice of the allegations of negligence against Raymond Hazel, as an employee or agent of GS Lighting Service, Inc.

12. On September 29, 2009, Aline Reddick of the claims department of Depositors Insurance Company, responded to the demand of Walgreen Co. and refused to defend Walgreen Co. and denied coverage under the policy of insurance to Walgreen Co. as an additional insured. A copy of the letter of Aline Reddick refusing to defend Walgreen Co. and denying insurance coverage to Walgreen Co. and its employees under the additional insured endorsement is attached to this Complaint as Exhibit 6. Depositors Insurance Company has thus denied indemnity to Walgreen Co. with respect to injuries allegedly sustained by Plaintiffs Raymond Hazel and Pamela Hazel and has refused to defend Walgreen Co. and its employees in the litigation in which those claims are asserted.

13. The additional insured endorsement attached to this Complaint as a part of Exhibit 2 states that the policy section "Who is an insured" is amended to include additional insured organizations shown in the schedule; that is, Walgreen Co. at "all Walgreen Co. stores serviced by GS Lighting Service." Coverage is extended with respect to liability for "bodily injury"

caused in whole or in part by (1) "your acts or omissions" or (2) the acts or omissions of those acting on your behalf *in the performance of your ongoing operations for the additional insureds at the locations designated.* (Emphasis added)

14. Depositors Insurance Company maintains that insurance coverage is provided only for the acts and omissions of GS Lighting Service, Inc. and denies coverage to Walgreen Co. because the Complaint of Raymond Hazel does not allege negligence against himself or against his employer GS Lighting Service, Inc.

15. Raymond Hazel filed a claim against GS Lighting Service, Inc. for worker's compensation benefits for the injury he sustained on June 19, 2008, under Tenn. Code Ann. §50-6-101 *et seq.* Tenn. Code Ann. §50-6-108 provides that the rights and remedies of employees under Tenn. Code Ann. §50-6-101 *et seq.* shall exclude all other rights and remedies at law of an employee. Under Tenn. Code Ann. §50-6-108, Raymond Hazel was barred from alleging negligence or fault against GS Lighting Service, Inc. GS Lighting Service, Inc. was statutorily immune from suit by Mr. Hazel for injuries which arose out of and occurred within the course and scope of Mr. Hazel's employment with GS Lighting Service, Inc.

16. Walgreen Co. asserts indemnity coverage to Walgreen Co. is applicable because of the allegations of negligence against Raymond Hazel by Walgreen Co. in its answer to the Hazels' Complaint. The Answer asserts the contributory negligence and comparative fault of Raymond Hazel as the employee or agent of GS Lighting Service, Inc., thus alleging that the "bodily injury" claimed by Mr. Hazel was caused in whole or in part by his acts or omissions during the course of his acting on behalf of GS Lighting Service, Inc. in carrying out the "Lighting Service Maintenance Agreement."

17. On these facts, Walgreen Co. and its employees are entitled to the judgment of this Court under Tenn. Code Ann. §29-14-103 and to the Court's declaration of whether a right to indemnity and a right to be provided a defense are afforded to Walgreen Co. under the policy of insurance and under the "Lighting Service Maintenance Agreement."

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays:

1. That summons and process issue to GS Lighting Service, Inc. through the Secretary of State of Tennessee pursuant to Tenn. Code Ann. §20-2-201, compelling the answer of GS Lighting Service, Inc. to this Complaint;

2. That summons and process issue to Depositors Insurance Company pursuant to Tenn. Code Ann. §56-2-502(3); §56-2-503; and §56-2-504, compelling the Answer of Depositors Insurance Company to this Complaint.

3. That at the hearing of this cause, the Court declare Walgreen Co. and its employees are entitled to defense and to indemnity with respect to the claims of Raymond Hazel and Pamela A. Hazel pursuant to the terms and conditions of the policy of insurance issued by Depositors Insurance Company, policy number ACP DCT0 7222165456 to GS Lighting Service, Inc. and under the provision of the "Lighting Service Maintenance Agreement."

4. For such other and further relief as may appear necessary and proper under the circumstances pursuant to Tenn. Code Ann. §29-14-110; and

5. For award of costs pursuant to Tenn. Code Ann. §29-14-111.

Respectfully submitted,

McNABB, BRAGORGOS & BURGESS, PLLC

By: 

LELAND M. MCNABB #07551

Attorney for Walgreen Co.

81 Monroe, Sixth Floor

Memphis, Tennessee 38103

Telephone: (901) 624-0640

Fax: (901) 624-0650

lmcnabb@mbb-law.com

CERTIFICATE OF SERVICE

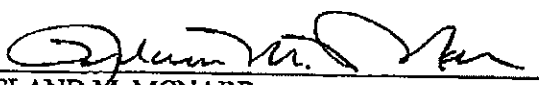
This certifies that a copy of the foregoing has been served upon opposing counsel for all parties or all parties individually as follows,

Steven C. Grubb Esq.

P.O. 770747

Memphis, Tennessee 38177-0747

by placing a copy of same in the U.S. Mail, postage prepaid, on the 16 day of November, 2010.


LELAND M. MCNABB

LIGHTING MAINTENANCE SERVICE AGREEMENT

This LIGHTING MAINTENANCE SERVICE AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 1st day of June 2008, by and between GS Lighting, a(n) Texas corporation, with its principal place of business located 28917 Katy-Brookshire Rd, Katy TX 77494, (hereinafter referred to as the "Contractor") and WALGREEN Co, a(n) Illinois corporation (hereinafter referred to as the "Customer").

WHEREAS, Contractor is in the business of providing Lighting Maintenance services; and WHEREAS, Customer desires Contractor to perform certain Lighting Maintenance services at its retail stores.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Contractor shall perform the Lighting Maintenance services described in Exhibit "A" at Customer's premises located at: See Exhibit "A"
2. In consideration of the Lighting Maintenance services provided by Contractor, Customer shall pay contractor in accordance with the rates set forth in Exhibit "B." Payment shall be made to Contractor within thirty (30) days of receipt of a correct invoice from Contractor.
3. This Agreement shall commence on June 1, 2008. This Agreement shall exist unless terminated by either party on notice to the other given not less than thirty (30) days.
4. Contractor assumes full responsibility and liability for any injury to Client or any third persons or damage to property caused by or resulting from or arising out of any act or omission on the part of Contractor, its employees, agents or subcontractors under or in connection with this Agreement or the performance of the work hereunder. Contractor shall indemnify and hold harmless Client, its parent, subsidiaries, agents, employees, contractors, officers, and directors from and against any and all costs, losses, claims, expenses, including but not limited to attorney's fees and court costs, which Client suffers or pays as a result of claims or suits arising out of any such damage or injury, (including death) caused by or resulting from negligence, willful misconduct or any other wrongful act(s) of Contractor, its employees, agents and subcontractors. This indemnity shall survive any termination of this Agreement. Contractor shall also reimburse Client for any expenses reasonably incurred by Client to protect itself from, or to remedy, defaults under this Agreement.
5. Contractor agrees to purchase and maintain in full force and effect, during the entire term of this Agreement, comprehensive general liability and property damage insurance under which Customer shall be named as an additional insured. The insurance policy shall provide that Customer shall receive at least ten (10) days advance notice of any cancellation, non-renewal, modification or change in any terms, conditions or amounts of protection provided. Contractor shall provide Customer with a certificate of insurance evidencing the above insurance coverage within fourteen (14) days of execution of this Agreement.
6. In the event either party defaults in the performance of any of their obligations hereunder, and such default continues for ten (10) days after receipt of notice from the non-defaulting party, the non-defaulting party shall have the right to terminate this Agreement.
7. Contractor's relationship with Customer under this Agreement shall be that of an independent contractor. Contractor is to exercise its own discretion on the method and manner of performing its duties hereunder, and Customer shall not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. Nothing in this Agreement shall be deemed or construed by the parties hereto or by any third party as creating the relationship of principal and agent, employer and employee or of partnership or of joint venture between the parties hereto.
8. Contractor shall be responsible for paying all salaries and expenses including, but not limited to, any and all Federal, State and Local income taxes, Federal Social Security Taxes, Federal and State Unemployment Taxes, Workman's Compensation Insurance and any similar taxes relating to said employees. Contractor further agrees to comply with all Federal, State, and local wage and hour laws applicable to all persons or other personnel furnished under this Agreement.
9. Contractor represents and warrants that all services to be performed hereunder shall be performed in a good workmanlike manner.

EXHIBIT

tabular
1

10. This Agreement constitutes the entire agreement between the parties. This Agreement may not be modified, waived, altered or changed unless in writing signed by the parties hereto. Furthermore, this Agreement shall supersede any other contracts, agreements or understandings, whether oral or in writing, heretofore or hereafter executed by and between the parties hereto, and/or their respective predecessors, successors and assigns.

11. Contractor shall neither assign nor subcontract all or any part of this Agreement, or any interest therein, without the prior written consent of Customer.

12. Notwithstanding any provision contained in this Agreement to the contrary, Customer may terminate this Agreement at any time and without penalty upon thirty (30) days' written notice to Contractor.

13. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Lighting Maintenance services are performed, including all matters of construction, validity, performance and enforcement.

14. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto.

15. Any notices required by this Agreement shall be in writing by the party giving such notice and sent to the other party by United States certified or registered mail, postage prepaid. If to Walgreens, such notice shall be directed to Walgreen Co., 104 Wilmet Road, Deerfield, Illinois 60015, Attn: Law Department #1425 and if to GS Lighting, said notice shall be directed to Gene Smith, 28817 Katy-Brookshire Rd, Katy, TX, 77484. Notices shall be deemed given upon receipt or refusal to accept delivery.

16. In the event of litigation between the parties in relation to the interpretation or enforcement of this Agreement, the reasonable attorneys' fees and court costs incurred by the party prevailing in such litigation shall be borne by the non-prevailing party.

17. The failure of either party to enforce any right, remedy or condition of this Agreement shall not be deemed a waiver thereof nor shall it void or otherwise affect its right to enforce the same right, remedy or condition at any subsequent time.

18. In the event that any one or more of the provisions contained herein should be held invalid, illegal or unenforceable in any respects, the enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth above.

WALGREEN CO

By Linda R. Bolssens

Linda R. Bolssens/Steve Jurczyk
(Type or Print Name)

Date 4-18-08

GS Lighting

By Gene Smith

Gene Smith
(Type or Print Name)

Date 4-7-08

Exhibit "A"

1. The following are the Districts that will be serviced by GS Lighting

All Texas Stores
Except Wichita Falls

All New Mexico Stores

All Arkansas stores

All Memphis District stores

All Louisiana stores

All Las Vegas District stores except the stores in the Reno area effective
June 1, 2008

All stores in Arizona effective June 1, 2008

EXHIBIT "B"

1. **GS Lighting will receive \$35.00 per monthly inspection of each store using the Scope of Work (attachment 1a).**
 2. **GS Lighting will charge for services using the approved Labor Schedule (attachment 1b)**
 3. **GS Lighting will charge the following:**
 - a. **\$85.00 per hour bucket truck**
 - b. **\$55.00 for miscellaneous labor based on time and material**
 - c. **\$27.50 helper rate**
- **Removal and recycling of old lamps from the store will be billed at 88 cents for an 8 foot lamp; 44 cents for a 4 foot lamp; and \$1.70 for a HID lamp**
 - **Time and ½ of the hourly rate for all emergency calls**
 - **No electrician rates are approved**
 - **A one way trip charge for service calls assessed at hourly rate**
 - **Portal to portal only in emergency after hour situations, weekends/holidays**
 - **Two man jobs – 2nd man assessed at ½ the hourly rate and only in documented safety situations**
 - **No additional charges will be assessed without prior approval**
 - **All lamps and ballasts used in our Walgreen store lighting fixtures will be purchased from Villa Lighting**



Nationwide Insurance

STATE OF FLORIDA

COUNTY OF ALACHUA

AFFIDAVIT OF RECORDS CUSTODIAN CERTIFYING RECORDS

Joshua Jenkins, having first been duly sworn according to law, makes oath upon his or her personal knowledge as follows:

1. I, Joshua Jenkins, am the duly authorized custodian of the records for Depositors Insurance Company, and in such capacity, I have authority to certify the attached record.
2. The attached record is a true and accurate copy of the ACP DCTO 7222165456 insurance policy issued to GS Lighting Service, Inc. for the policy period March 28, 2008 to March 28, 2009.
3. The attached policy was kept in the ordinary course of the regularly conducted business activity of Depositors Insurance Company and was prepared as a regular practice and custom at or near the time of policy inception or amendment.

FURTHER AFFIANT SAITH NOT

AFFIANT

DATE

Joshua Jenkins
9/1/10

3300 SW Williston Road
Gainesville, FL 32608



Nationwide Insurance
Nationwide Financial



DEPOSITORS INSURANCE COMPANY
1100 LOCUST ST DEPT 1100
DES MOINES, IA 50391-2000

26458
RENEWAL

COMMERCIAL GENERAL LIABILITY DECLARATIONS

ALLIED SERIES

Policy Number: ACP DCTO 7222165456

Named Insured: GS LIGHTING SERVICE, INC.

Address: 28817 KATY BROOKSHIRE RD
KATY TX 77494-8304

Agent: PATHFINDER/LL&D INS GROUP 42-28458-001
Address: HOUSTON TX 77244 PRODUCER: PATHFINDER/LL&D INS GROUP LLC

Policy Period: From 03/28/08 to 03/28/09 12:01 A.M. standard time at the address of the named insured as stated herein.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (other than products-completed operations)	\$	2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$	2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$	1,000,000
EACH OCCURRENCE LIMIT	\$	1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT (any one premises)	\$	100,000
MEDICAL EXPENSE LIMIT (any one person)	\$	5,000

Retroactive Date (CG0002 only)

The Named Insured is: CORPORATION

Business of the Named Insured is: ELECTRICAL

Audit Period: ANNUAL

ENDORSEMENTS ATTACHED TO THIS POLICY

SEE COMMERCIAL GENERAL LIABILITY FORMS AND ENDORSEMENTS SCHEDULE

TOTAL ADVANCE PREMIUM \$ 8,610.00

Replacement or
Renewal Number ACP DCTO 7212165456
A PACKAGE MODIFICATION FACTOR HAS BEEN APPLIED

Countersigned By _____
Authorized Representative

GL-D (10-98)

DIRECT BILL R 10239

INSURED COPY

ACP DCTO 7222165456 938408550 72 0000213

DEPOSITORS INSURANCE COMPANY

IN WITNESS WHEREOF the Company has caused this policy to be signed by its president and secretary and countersigned on the declarations page by a duly authorized representative of the company.

Therese W. Boddy
SECRETARY

Kit A. Walker
PRESIDENT

SP0004 (11-03)

ACP DCTO 7222185466

R

INSURED COPY

838406650

72 0000214

DEPOSITORS INSURANCE COMPANY
1100 LOCUST ST DEPT 1100
DES MOINES, IA 50391-2000
1-515-280-4211

COMMERCIAL GENERAL LIABILITY SCHEDULE

Policy Number: ACP DCTO 7222165456

Item No., Location and Description of Hazards	Code No.	Premium Basis	Rates		Advance Premium	
			OTHER	PR/CO	OTHER	PR/CO
001A TX-008 ELECTRICAL WORK -- WITHIN BUILDINGS 1718 FRY RD HOUSTON TX770840000	72478	PAYROLL 892,832	PER THOUSAND 4.655	4.598	\$4,156	\$4,105
002A TX-008 CONTRACTORS - SUB- CONTRACTED WORK - IN CONNECTION WITH CONSTRUCTION, RECON- STRUCTION, REPAIR OR ERECTION OF BUILDINGS IN7224 1718 FRY RD HOUSTON TX770840000	91585	COST OF WORK 49,657	PER THOUSAND .944	2.275	\$47	\$113
003A TX-008 WAREHOUSES - PRIVATE PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT -- NOT-FOR- PROFIT ONLY	68707	AREA 900	PER THOUSAND SQ. FT. 15.665		\$14	

Total Advance Other and PR/CO

TOTAL ADVANCE PREMIUM

NOTE: For classes based on payroll each Executive Officer, Sole Proprietor or Partner may be subject to a fixed amount.

GL-DS (12-83)

DIRECT BILL R 10239

INSURED COPY

ACP DCTO 7222165456

938406550

72

0000216

DEPOSITORS INSURANCE COMPANY
1100 LOCUST ST DEPT 1100
DES MOINES, IA 50391-2000

COMMERCIAL GENERAL LIABILITY SCHEDULE

Policy Number: ACP DCTO 7222165456

Item No., Location and Description of Hazards	Code No.	Premium Basis	Rates		Advance Premium	
			OTHER	PR/CO	OTHER	PR/CO

TX770840000

3969 BOAT CLUB RD.
LAKE WORTH,
TX 76135

7440 CENTRAL AVE. SE
ALBUQUERQUE
NM 87108

4231 SPARKS RD.
ALEXANDER,
AR 72002

005A	TX-008	72478	PAYROLL	PER THOUSAND	
ELECTRICAL WORK --				4.655	4.598
WITHIN BUILDINGS					

TX770845801

7440 CENTRAL AVE
ALBUQUERQUE
NM 87108

001B TX-008 49950
CG2010

\$25

002B TX-008 72478
CG7158

\$150

Total Advance Other and PR/CO \$4,392 \$4,218

TOTAL ADVANCE PREMIUM \$8,610

NOTE: For classes based on payroll each Executive Officer, Sole Proprietor or Partner may be subject to a fixed amount.

GL-DS (12-93)

DIRECT BILL R 10239

INSURED COPY

ACP DCTO 7222165456 938406550 72 0000218



DEPOSITORS INSURANCE COMPANY
1100 LOCUST ST DEPT 1100
DES MOINES, IA 50391-2000

26458

CHANGE OF DECLARATIONS ENDORSEMENT - COMMERCIAL GENERAL LIABILITY

Policy Number	ACP DCTO 7222165456		
Named Insured & Address	GS LIGHTING SERVICE, INC. 28917 KATY BROOKSHIRE RD KATY TX 77494		
Policy Period: Covers From:	03/28/08	TO 03/28/08	12:01 A.M. Standard Time
Effective Date of This Endorsement:	03/28/08		12:01 A.M. Standard Time
Agent Address	PATHFINDER/LL&D INS GROUP LLC PO BOX 441587 HOUSTON TX 77244		
			42-26458-001

This policy is changed as follows:

OTHER PREMIUMS PR/CO

***** AMENDMENT DESCRIPTION *****
EFF. 03-28-08, AMENDED EXPOSURES PER UW.

***** HAZARD CHANGED *****

ITEM NO	DESCRIPTION		HAZARD CHANGED	PREMIUM BASIS	OTHER	RATES PR/CO		
001	ELECTRICAL WORK -- WITHIN BUILDINGS	72478		895469	4.655	4.598	\$	653.00-\$ 646.00-

***** HAZARD CHANGED *****

ITEM NO	DESCRIPTION		HAZARD CHANGED	PREMIUM BASIS	OTHER	RATES PR/CO		
002	CONTRACTORS - SUB-CONTRACTED WORK - IN CONNECTION WITH	91585		49803	0.944	2.275	\$	29.00 \$ 68.00

***** AMENDMENT DESCRIPTION *****
DELETED HAZARD 004A WHICH IS CLASS CODE 47051

***** HAZARD DELETED *****

ITEM NO	DESCRIPTION		HAZARD DELETED	PREMIUM BASIS	OTHER	RATES PR/CO		
004	REAL ESTATE DEVELOPMENT PROPERTY PRODUCTS-COMPLETED	47051		300	0.000	0.000	\$	3,887.00-

***** OTHER DESCRIPTIONS DELETED *****

ITEM NO	DESCRIPTION		OTHER DESCRIPTIONS DELETED
004A	28917 HWY. 90	KATY TX 77494	

THIS IS NOT A BILL - SEE YOUR BILLING STATEMENT

GL AM EN (08-90)

DIRECT BILL 73FO 10239

INSURED COPY

ACP DCTO 7222165456

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DEPOSITORS INSURANCE COMPANY
1100 LOCUST ST DEPT 1100
DES MOINES, IA 50391-2000

26458

CHANGE OF DECLARATIONS ENDORSEMENT - COMMERCIAL GENERAL LIABILITY

Policy Number	ACP DCTO 7222165458		
Named Insured & Address	GS LIGHTING SERVICE, INC. 28917 KATY BROOKSHIRE RD KATY TX 77494		
Policy Period: Covers From:	03/29/08	TO 03/28/09	12:01 A.M. Standard Time
Effective Date of This Endorsement:	11/30/08		12:01 A.M. Standard Time
Agent Address	PATHFINDER/LL&D INS GROUP LLC PO BOX 441587 HOUSTON TX 77244		42-26458-001

This policy is changed as follows:

OTHER PREMIUMS
PR/CO

***** TOTAL *****
PREMIUM REFUNDED \$ 5,089.00-

THIS IS NOT A BILL - SEE YOUR BILLING STATEMENT

GL AM EN (06-90)

DIRECT BILL 72NG 10239

INSURED COPY

ACP DCTO 7222165458

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Policy Number	ACP DCTO 7222185456		
Named Insured & Address	GS LIGHTING SERVICE, INC. 28917 KATY BROOKSHIRE RD KATY TX 77494		
Policy Period: Covers From:	03/28/08	TO	03/28/09 12:01 A.M. Standard Time
Effective Date of This Endorsement:	11/30/08		12:01 A.M. Standard Time
Agent Address	PATHFINDER/LL&D INS GROUP LLC		42-26458-001
	PO BOX 441587 HOUSTON TX		77244

OTHER	PREMIUMS	PR/CO
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***** TOTAL *****
SUBJECT TO AUDIT

THIS IS NOT A BILL - SEE YOUR BILLING STATEMENT

ACP DCTO 7222165458 938408550 72 0000030

**COMMERCIAL GENERAL LIABILITY
CG 00 01 12 07**

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

DEPOSITORS INSURANCE COMPANY
1100 LOCUST ST DEPT 11
DES MOINES, IA 50391-2000

COMMERCIAL GENERAL LIABILITY FORMS AND ENDORSEMENTS

Number: **ACP DCTO 7222185458**

Period: **From 03/28/08 To 03/28/09**

Named Insured: **GS LIGHTING SERVICE, INC.**

Form	Date	Title
CG0001	1207	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0103	0302	TEXAS CHANGES
CG2010	0704	ADDL INS-OWNERS, LESSEES OR CONTRACTORS-SCHEDULED PERSON OR ORGANIZATION
CG2187	1204	FUNGI OR BACTERIA EXCLUSION
CG2170	1102	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG2187	0107	CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERROF
CG7120	0302	EXCLUSION - ASBESTOS AND LEAD - TEXAS
CG7158	0804	WAIVER OF SUBROGATION AS REQUIRED BY WRITTEN CONTRACT
GL2199	0800	EXCLUSION - SUBSIDENCE OF LAND
IL0017	1108	COMMON POLICY CONDITIONS
IL0021	0504	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL0168	0502	TEXAS CHANGES - DUTIES
IL0275	0907	TEXAS CHANGES-CANCELLATION AND NONRENEWAL PROVISIONS FOR CASUALTY LINES

IMPORTANT NOTICES

IN5017	0593	IMPORTANT NOTICE FOR RENEWAL POLICIES
IN7158	0707	IMPORTANT NOTICE
IN7159	0102	TEXAS DISCLOSURE FORM - ASBESTOS OR LEAD
IN7163	0102	TEXAS DISCLOSURE FORM
IN7224	0702	IMPORTANT NOTICE - TEXAS CONTRACTORS
IN7300	0107	NOTICE TO POLICY HOLDERS POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE
IN7320	0305	NOTICE TO POLICYHOLDERS RESTRICTIONS AND CLARIFICATION OF COVERAGE
IN7343	1205	2004 GENERAL LIABILITY MULTISTATE FORMS REVISION ADVISORY NOTICE TO POLICYHOL
IN7374	0706	NOTICE TO POLICYHOLDERS RESTRICTIONS AND CLARIFICATION OF COV. MOBILE EQUIP
IN7449	1207	2007 GENERAL LIABILITY MULTISTATE FORMS REVISION ADVISORY NOTICE TO POLICYHOLDE

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f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily Injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily Injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily Injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily Injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily Injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily Injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (8) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product.

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily Injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Distribution Of Material In Violation Of Statutes

"Bodily Injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

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- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

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(b) Conduct and control the defense of the Indemnatee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnatee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the Indemnatee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an Insured's Indemnatee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

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(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any Insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved Insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the Insured because of injury or damage to which this insurance may also apply.

d. No Insured will, except at that Insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an Insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the Insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire Insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional Insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the Insured against any "suit" if any other insurer has a duty to defend the Insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the Insured's rights against all those other insurers.

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3. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the Insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. it incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

If such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

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15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the Insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the Insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

CG 00 01 12 07

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R 10239

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72 0000232

**COMMERCIAL GENERAL LIABILITY
CG 01 03 03 02**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** With regard to liability for Bodily Injury, Property Damage and Personal And Advertising Injury, unless we are prejudiced by the Insured's or your failure to comply with the requirement, no provision of this Coverage Part requiring you or any Insured to give notice of "occurrence", claim or "suit", or forward demands, notices, summonses or legal papers in connection with a claim or "suit" will bar coverage under this Coverage Part.
- B.** Paragraph 2.d, of Section 1 - Coverage B - Personal And Advertising Injury is replaced by the following:
- 2. Exclusions**
- This insurance does not apply to:
- d. Criminal Acts**
- "Personal and advertising injury" arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the Insured;

All terms and conditions of this policy apply unless modified by this endorsement.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
WALGREENS COMPANY
Location(s) Of Covered Operations
ALL WALGREENS STORES THAT ARE SERVICED BY GS LIGHTING SERVICE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional Insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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ACP DCT07222165456

R 10239

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Page 1 of 2

72 0000235

COMMERCIAL GENERAL LIABILITY
CG 21 67 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
 - b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C. The following definition is added to the Definitions Section:**
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

All terms and conditions of this policy apply unless modified by this endorsement.

COMMERCIAL GENERAL LIABILITY
CG 21 70 11 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

With respect to any one or more "certified acts of terrorism", we will not pay any amounts for which we are not responsible under the terms of the federal Terrorism Risk Insurance Act of 2002 (including subsequent acts of Congress pursuant to the Act) due to the application of any clause which results in a cap on our liability for payments for terrorism losses.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act of 2002. The federal Terrorism Risk Insurance Act of 2002 sets forth the following criteria for a "certified act of terrorism":

1. The act resulted in aggregate losses in excess of \$5 million; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or effect the conduct of the United States Government by coercion.

All terms and conditions of this policy apply unless modified by this endorsement.

CG 21 70 11 02

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R 10239

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72 0000238

COMMERCIAL GENERAL LIABILITY
CG 21 87 01 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONDITIONAL EXCLUSION OF TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. Applicability Of The Provisions Of This Endorsement

1. The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.

a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or

b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:

(1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

(2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

(3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.

2. If the provisions of this endorsement become applicable, such provisions:

a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.

3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.

CG 21 87 01 07

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72 0000239

EFFECTIVE DATE: 12:01 AM Standard Time,
(at your principal place of business)

COMMERCIAL GENERAL LIABILITY
CG 71 20 (03-02)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS AND LEAD - TEXAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This policy does not apply to any claims arisen out of or alleged to have arisen out of any of the following:

1. Asbestos or any asbestos-related injury or damage including, but not limited to, any injury or damage arising out of, or alleged to have arisen out of, any act, error, omission, failure to warn or failure to disclose the presence of asbestos, or other duty involving asbestos, its use, exposure, existence, detection, removal, elimination or avoidance.
2. Lead or any lead-related injury or damage including, but not limited to, any injury or damage arising out of or alleged to have arisen out of any act, error, omission, failure to warn, or other duty involving lead or lead products, their use, exposure, existence, detection, removal, elimination or avoidance.

"We" shall not have a duty to defend any insured against a claim or suit seeking damage to which this insurance does not apply.

CG 71 20 (03-02)

ACP DCT07222185458

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 71 58 08 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF SUBROGATION AS REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Item 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

**8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
OR WAIVER OF SUBROGATION AS REQUIRED BY CONTRACT**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

CG 71 58 08 04

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GL 21 99 (06-00)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - Subsidence of Land

This endorsement modifies Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

This policy does not apply to any claims arising out of:

"property damage" included within the "products completed operations hazard" when caused by, resulting from, contributed to or aggravated by the subsidence of land.

Subsidence shall mean earth movement, including but not limited to landslide, mudflow, earth sinking and earth rising or shifting.

GL 21 99 (06-00)

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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INTERLINE
IL 00 21 05 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

1. The Insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

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72 0000245

IL 01 68 05 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS CHANGES – DUTIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added to the **Duties** Condition.

We will notify the first Named Insured in writing of:

1. An initial offer to compromise or settle a claim made or "suit" brought against any Insured under this coverage. The notice will be given not later than the 10th day after the date on which the offer is made.

2. Any settlement of a claim made or "suit" brought against the Insured under this coverage. The notice will be given not later than the 30th day after the date of the settlement.

All terms and conditions of this policy apply unless modified by this endorsement.

IL 02 75 09 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS CHANGES – CANCELLATION AND
NONRENEWAL PROVISIONS FOR CASUALTY LINES
AND COMMERCIAL PACKAGE POLICIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
FARM COVERAGE PART – FARM LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This endorsement also modifies insurance provided under the following when written as part of a Commercial Package Policy:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART – FARM LIABILITY COVERAGE FORM
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE FORM
GLASS COVERAGE FORM
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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72 0000248

**DEPOSITORS INSURANCE COMPANY
1100 LOCUST ST DEPT 1100
DES MOINES, IA 50391-2000**

Named Insured: GS LIGHTING SERVICE, INC.

**Address: 28917 KATY BROOKSHIRE RD
KATY TX 77494-8304**

IMPORTANT INSURANCE INFORMATION

IMPORTANT NOTICE FOR RENEWAL POLICIES

In an effort to keep your insurance premium as low as possible, we have streamlined your renewal policy. We have not included printed copies of policy forms and endorsements that have not changed from your expiring policy unless they include variable information that is unique to you. Please refer to your prior policies for printed copies of these forms. If you desire copies, they are available upon request from your agent.

IN 5017 (05-93)

DIRECT BILL R 10239

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ACP DCTO 7222185458 838406550 72 0000183

IMPORTANT INSURANCE INFORMATION

IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent; or

You may call our toll-free telephone number for information or to make a complaint at:

1-888-508-8622

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
FAX: (512)-475-1771

Web: <http://www.tdi.state.tx.us>

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part or condition of the attached document.

IN 71 68 07 07

Page 1 of 2

ACP DCTO 7222165458

DIRECT BILLR 1023

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IMPORTANT INSURANCE INFORMATION

Texas Disclosure Form

The State of Texas requires us to provide you with this additional disclosure.

An Asbestos or Lead Exclusion is included in this policy, which may not have been in your previous policy, whether such policy was with us or another insurance company.

We acknowledge that the terms, conditions and coverages in this policy have been negotiated in good faith with you. You have agreed to accept such terms, conditions and coverages. Your payment of the policy premium will constitute your acceptance of our policy including the Asbestos or Lead Exclusion.

Please read this exclusion carefully so that you will be familiar with its provisions.

THIS DISCLOSURE DOES NOT PROVIDE OR LIMIT COVERAGE (ONLY YOUR POLICY DOES THIS) NOR SHOULD IT BE CONSTRUED TO REPLACE ANY PROVISION OF THE POLICY. YOU SHOULD READ YOUR POLICY FOR COMPLETE DETAILS ON THE COVERAGES PROVIDED. IN THE EVENT OF ANY CONFLICT BETWEEN THE POLICY AND THIS DISCLOSURE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

IN 71 59 (01-02)

ACP DCTO 7222165456

DIRECT BILLR 1023

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IMPORTANT INSURANCE INFORMATION

Texas Disclosure Form

The State of Texas requires us to provide you with this additional disclosure.

A Subsidence of Land Exclusion is included in this policy, which may not have been in your previous policy, whether such policy was with us or another insurance company.

We acknowledge that the terms, conditions and coverages in this policy have been negotiated in good faith with you. You have agreed to accept such terms, conditions and coverages. Your payment of the policy premium will constitute your acceptance of our policy including the Subsidence of Land Exclusion.

Please read this exclusion carefully so that you will be familiar with its provisions.

THIS DISCLOSURE DOES NOT PROVIDE OR LIMIT COVERAGE (ONLY YOUR POLICY DOES THIS) NOR SHOULD IT BE CONSTRUED TO REPLACE ANY PROVISION OF THE POLICY. YOU SHOULD READ YOUR POLICY FOR COMPLETE DETAILS ON THE COVERAGES PROVIDED. IN THE EVENT OF ANY CONFLICT BETWEEN THE POLICY AND THIS DISCLOSURE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

IN 71 63 (01-02)

ACP DCTO 7222165458

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IMPORTANT INSURANCE INFORMATION

IMPORTANT NOTICE TO POLICYHOLDERS

TEXAS CONTRACTORS

The Texas State Board of Insurance requires that insurance companies establish their criteria for the adequacy of insurance limits of subcontractors performing work for you prior to policy inception. Unless otherwise communicated to you, for the purposes of issuance of this policy those limits are:

\$300,000 Each Occurrence Limit for Bodily Injury and Property Damage
\$300,000 Personal and Advertising Injury Limit
\$800,000 General Aggregate Limit
\$600,000 Products/Completed Operations Limit

Operations performed by subcontractors, who work for you without adequate insurance, shall be classified and rated under the specific classification description for each type of work that is performed.

IN 72 24 (07-02)

ACP DCTO 7222185466

DIRECT BILLR 1020

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IN 73 00 01 07

IMPORTANT INSURANCE INFORMATION

Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

NOTICE TO POLICY HOLDERS

POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE

This Notice has been prepared in conjunction with the **POTENTIAL** implementation of changes related to coverage of terrorism under your policy.

The Terrorism Risk Insurance Act established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program will terminate at the end of December 31, 2007 unless extended by the federal government. Your policy will become effective (or will be renewed) while the federal Program is still in effect, but prior to a decision by the federal government on extension of the federal Program. If the federal Program terminates, or is extended with certain changes, during the term of your policy, then the treatment of terrorism under your policy will change. This Notice is being provided to you for the purpose of summarizing potential impact on your coverage. The summary is a brief synopsis of significant exclusionary provisions and limitations.

This Notice does not form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in certain terrorism endorsement(s) in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

YOUR POLICY AT START OF NEW POLICY TERM:

This policy does not contain a terrorism exclusion. However, the policy contains an endorsement under which coverage for "certified acts of terrorism" (which is more fully defined in the endorsement but involves acts of terrorism by or on behalf of a foreign interest) is subject to a limit on our liability pursuant to the federal Terrorism Risk Insurance Act. Further, the absence of a terrorism exclusion does not create coverage for any injury or damage that would otherwise be excluded under the policy, such as losses excluded by the war liability exclusion.

POTENTIAL CHANGE DURING THE TERM OF YOUR POLICY:

Endorsement CG 21 87 is attached to your policy. Its provisions will become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of Insurance provided under this policy. (TRIP is scheduled to terminate at the end of December 31, 2007 unless extended by the federal government.); or
- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or

IN 73 00 01 07

Page 1 of 2

IN 73 20 03 05

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IMPORTANT INSURANCE INFORMATION

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Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

NOTICE TO POLICY HOLDERS

RESTRICTIONS AND CLARIFICATION OF COVERAGE

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of any significant broadenings, restrictions and clarifications of coverage that were made in each policy form and endorsement. Please read your policy, and the endorsements attached to your policy, carefully.

When this endorsement is attached to your policy:

CG 00 67 (03-05) Exclusion-Violation of Statutes That Govern E-Mails, Fax, Phone Calls or Other Methods of Sending Material or Information

Coverage is restricted to exclude bodily injury, property damage, and personal and advertising injury arising directly or indirectly, out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communication or distribution of material or information.

IN 73 20 03 05

Page 1 of 1

ACP DCTO 7222185458

DIRECT BILL# 1023

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IN 73 43 12 05

IMPORTANT INSURANCE INFORMATION

Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

2004 GENERAL LIABILITY MULTISTATE FORMS REVISION ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes to your policy. No coverage is provided by this summary. The areas within the policy that broaden, reduce or clarify coverage are highlighted below. This notice does not reference every editorial change made in your policy.

COVERAGE FORM CHANGES

REDUCTIONS IN COVERAGE**ELECTRONIC DATA EXCLUSION**

CG 00 01 12 04 – Commercial General Liability Coverage Form (Occurrence Version)

CG 00 09 12 04 – Owners And Contractors Protective Liability Coverage Form

CG 00 37 12 04 – Products/Completed Operations Liability Coverage Form (Occurrence Version)

An exclusion for Electronic Data has been added to these policies to reinforce that coverage for electronic data is not intended to be provided under these policies. This may be considered a reduction in coverage.

MEDICAL PAYMENTS – ATHLETICS ACTIVITIES EXCLUSION

CG 00 01 12 04 – Commercial General Liability Coverage Form (Occurrence)

The Athletics Activities exclusion under Coverage C – Medical Payments has been revised to more clearly express what types of athletic activities are excluded with respect to medical payments. Medical expenses are not intended to be provided to a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests. This may be considered a reduction in coverage.

OTHER INSURANCE

CG 00 01 12 04 – Commercial General Liability Coverage Form (Occurrence Version)

Prior to this revision, if you were added as an additional insured to another policy, the policy would be excess over that insurance for damages arising out of the premises or operations. The Other Insurance Condition has been revised so that now if you are added as an additional insured to another policy this policy is excess over that insurance for damages arising out of both the premises or operations AND the products and completed operations. (See also Broadenings of Coverage)

IN 73 43 12 05

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MULTISTATE ENDORSEMENTS**BROADENINGS IN COVERAGE****EXISTING ENDORSEMENTS**

CG 21 85 12 04 – Total Pollution Exclusion With A Building Equipment Exception And A Hostile Fire Exception

The exception to the Pollution Exclusion in these endorsements which provides coverage for bodily injury arising out of smoke, fumes, vapors or soot from building heating equipment has been expanded to also include water heaters and cooling and dehumidifying equipment.

CG 22 98 12 04 – Exclusion – Internet Service Providers And Internet Access Providers Errors and Omissions

CG 22 99 12 04 – Professional Liability Exclusion – Web-Site Designers

With this revised endorsement attached to your policy, internet providers and web-site designers are provided personal and advertising injury coverage for false arrest, malicious prosecution and wrongful eviction offenses. This coverage was not previously afforded under your policy.

CG 28 07 12 04 – Principals Protective Liability Coverage

The exception to the Pollution Exclusion which provides coverage for bodily injury arising out of smoke, fumes, vapors or soot from building heating equipment has been expanded to also include water heaters and cooling and dehumidifying equipment.

REDUCTIONS IN COVERAGE**EXISTING ENDORSEMENTS**

CG 04 36 12 04 – Limited Product Withdrawal Expense Endorsement

Deductible and Participation Percentage provisions have been added to the endorsement. If a deductible and/or participation percentage are indicated in the Schedule of the endorsement, you will be required to participate in the loss. Also, product withdrawal expenses will no longer be provided for trade dress infringement. In addition, any fines, penalties, punitive or exemplary damages, or pollution-related expenses arising out of a product withdrawal will be excluded. A Concealment Or Fraud provision has been added to the endorsement which states that no coverage will be provided if you or any other insured engage in fraudulent conduct or intentionally conceal or misrepresent a material fact related to a product withdrawal or product withdrawal expenses incurred by you.

NEW ENDORSEMENTS

CG 21 86 12 04 – Exclusion – Exterior Insulation And Finish Systems

CG 31 66 12 04 – Exclusion – Exterior Insulation And Finish Systems

CG 31 67 12 04 – Exclusion – Exterior Insulation And Finish Systems

When this endorsement is attached to your policy, any liability arising out of, caused by, or attributable to EIFS, will be excluded. To the extent that current policy exclusions do not already apply to EIFS-related liability, attachment of this endorsement will result in a reduction of coverage.

CG 23 01 12 04 – Exclusion – Real Estate Agents Errors Or Omissions

When this endorsement is attached to your policy, the professional services of a real estate agent will be excluded. To the extent that professional services of real estate agents may be covered under your policy, attachment of this endorsement may result in a reduction of coverage.

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Page 3 of 4

IN 73 74 07 06

IMPORTANT INSURANCE INFORMATION

Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, the provisions of the policy shall prevail.

NOTICE TO POLICY HOLDERS

RESTRICTIONS AND CLARIFICATION OF COVERAGE

MOBILE EQUIPMENT

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of any significant broadenings, restrictions and clarifications of coverage that were made. Please read your policy, and the endorsements to your policy, carefully.

The definition of "mobile equipment" has been revised. Any land vehicle that may have qualified as mobile equipment under your previous policy will now be considered an auto if that vehicle is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. With this change, coverage is provided for these types of land vehicles in the same manner as autos under a Commercial Auto policy. However, coverage for the operation of any machinery or equipment that is on, attached to or part of these vehicles will continue to be available under a Commercial General Liability policy.

This change in definition is consistent with a change we are making in our Commercial Auto and Farm Liability coverage forms.

You will need to review the mobile equipment you own to determine whether some of them need to be added to a Commercial Auto policy in order to have proper coverage.

Should you have any questions, contact your agent.

IN 73 74 07 06

Page 1 of 1

ACP DCTO 7222165456

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IMPORTANT INSURANCE INFORMATION

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Please read this Notice carefully. No coverage is provided by this notice nor can it be construed to replace any provision of your policy or endorsements. You should read your policy and review your declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this notice, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

2007 GENERAL LIABILITY MULTISTATE FORMS REVISION ADVISORY NOTICE TO POLICYHOLDERS

This is a summary of the major changes to your policy. This notice does not reference every editorial change made in the coverage form.

The major areas within the policy that broaden or reduce coverage are highlighted below. Also, the areas within the policy that do not impact coverage are highlighted below.

COVERAGE FORM CHANGES

NO IMPACT IN COVERAGE

SUPPLEMENTARY PAYMENTS SECTION

- CG 00 01 12 07 -- Commercial General Liability Coverage Form (Occurrence Version)
- CG 00 09 12 07 -- Owners And Contractors Protective Liability Coverage Form
- CG 00 33 12 07 -- Liquor Liability Coverage Form (Occurrence Version)
- CG 00 35 12 07 -- Railroad Protective Liability Coverage Form
- CG 00 37 12 07 -- Products/Completed Operations Liability Coverage Form (Occurrence Version)

The Supplementary Payments Section in your policy provides coverage for your defense costs with respect to any claim we investigate or settle, or any suit against you that we defend. The Supplementary Payments Section has been revised to reinforce that coverage is provided for court costs taxed against you, but this section does not provide coverage for plaintiffs attorneys' fees or attorneys' expenses taxed against you.

While this change is considered to be a reinforcement of coverage intent, it may result in a decrease in coverage in jurisdictions where courts have ruled that plaintiffs attorneys' fees or attorneys' expenses taxed against the insured can be levied as a supplementary payment.

INFRINGEMENT OF COPYRIGHT, PATENT, TRADEMARK OR TRADE SECRET EXCLUSION

- CG 00 01 12 07 -- Commercial General Liability Coverage Form (Occurrence Version)

The Infringement Of Copyright, Patent, Trademark Or Trade Secret exclusion in your policy has been revised to reinforce that the exclusion does not apply to coverage for personal and advertising injury arising out of infringement of other intellectual property rights involving the use of another's advertising idea in your advertisement.

DISTRIBUTION OF MATERIAL IN VIOLATION OF STATUTES EXCLUSION

IN 74 49 12 07

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IN 74 49 12 07

REDUCTIONS IN COVERAGE

Existing Endorsements

CG 21 47 12 07 -- Employment-Related Practices Exclusion (For Use With Commercial General Liability Coverage Forms)

CG 29 51 12 07 -- Employment-Related Practices Exclusion (For Use With The Owners And Contractors Protective Liability Coverage Form)

The Employment-Related Practices Exclusion is revised to reinforce that, when these endorsements are attached to your policy, coverage is not provided for any injury to a person associated with the employment of that person, whether it occurs before employment, during employment or after employment of that person. Additionally, the exclusion is revised to reinforce that coverage does not apply for injury to a person caused by the malicious prosecution of that person.

While these changes are each a reinforcement of coverage intent, they may result in a decrease in coverage in jurisdictions where courts have ruled the exclusion to be inapplicable in employment-related malicious prosecution claims and/or post employment claims. For that reason, out of caution, we are listing it as a decrease.

New Endorsements

CG 21 97 12 07 -- Abuse Or Molestation Exclusion - Specified Professional Services

When this endorsement is attached to your policy, coverage is not provided for injury or damage arising out of the actual or threatened abuse or molestation of a person while in the care, custody or control of any insured, during the rendering of the specified professional service.

CG 21 98 12 07 -- Total Pollution Exclusion Endorsement (For Use With The Products Completed Operations Coverage Forms)

When this endorsement is attached to your policy, coverage is not provided for bodily injury or property damage (including any loss, cost or expense) arising out of any pollution exposure.

IN 74 49 12 07

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BR 9955 (05-94)

The policy you have just received is subject to a premium adjustment

When your policy was issued, the premium was estimated. When your policy expires, the actual premium must be determined.

Please take a few minutes to read this information about your premium audit.

WHY MAKE A PREMIUM ADJUSTMENT?

This policy was issued with an estimated premium which requires an adjustment after the policy expires. Premium bases for this type of policy vary according to such factors as payroll, sales receipts, number of admissions, contract costs, number of units, etc. Incurred during the term of the policy.

After the policy expires and the actual amount of these variables can be determined, the estimated premium is adjusted to develop the final premium. If the final premium is less than the estimated premium, the difference will be refunded. If it is more, you will receive a bill for the additional premium.

HOW WILL THE PREMIUM ADJUSTMENT BE MADE?

When the policy expires a final audit will be requested. This will be done by one of the following methods:

- 1) Mailing a Policyholder's Report Audit Inquiry to you; or
- 2) A premium auditor representing our company will call you for an audit of your records; or
- 3) A premium auditor representing our company will visit you for an audit of your records.

This audit of your records will pertain to the variable factors that apply to your policy.

You are assured of complete confidentiality by the auditor and the Insurance company personnel.

WHAT WILL THE PREMIUM AUDITOR DO?

The premium auditor will ask to examine your books of original entry and ledger accounts that pertain to the variable factors on which the premium is based. The auditor will also routinely verify payroll and sales figures by comparison with quarterly tax reports.

Insurance rates differ by the type of work performed. The premium auditor must place each employee in the proper insurance occupational classification. In some cases these classifications are assigned by the state. This step of the audit requires your guidance and assistance.

When all the different functions of your operation have been identified and the payrolls, sales, costs and other applicable variables have been assigned to the proper classification, the appropriate rate(s) will be applied and the final premium developed.

PREMIUM BASES

The basis of premium for a Workers Compensation or General Liability policy may be total remuneration, including wages and other considerations given to an employee for services rendered.

Remuneration includes monies paid out and may also include other considerations such as meals and housing, free merchandise or merchandise discounts, commissions and bonuses, payments for holidays, vacations, illnesses, and overtime incentive plans or profit-sharing agreements.

Remuneration does not include your contributions to employee benefit plans such as group insurance and pension plans, or rewards for individual inventions. Under a General Liability policy, remuneration does not include payrolls for clerical office employees, sales persons, and drivers unless specifically included by a classification wording.

BR 9955 (05-94)

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ACP DCT07222165456

R R 10239

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BR 9955 (05-94)

6. Workers Compensation and/or General Liability certificates of insurance indicating coverage for subcontractors. "Adequate limits" of liability insurance are required; check with your agent for specific requirements.

7. Data processing printouts or computerized records can differ greatly in their value to the auditor, depending on the type of records provided.

FINALLY

We hope this information will serve as a guide to help you prepare for your premium audit. Our premium auditor is available to help you with any problem or questions you may have with record keeping. Remember, for more information contact your agent.

BR 9955 (05-94)

Page 3 of 3

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**IN THE CIRCUIT COURT OF HAYWOOD COUNTY, TENNESSEE
FOR THE TWENTY-EIGHTH JUDICIAL DISTRICT AT BROWNSVILLE**

**RAYMOND HAZEL AND PAMELA A. HAZEL,
Husband and Wife,**

Plaintiffs,

v.

**Docket No. 3922
Div. _____**

**SHERYL STUART, JAMES ADKINS
and WALGREEN CO.,**

Defendants.

ORIGINAL COMPLAINT FOR PERSONAL INJURY

Come now the Plaintiffs, Raymond Hazel and Pamela A. Hazel, Husband and Wife, and sue the Defendants, Sheryl Stuart, James Adkins and Walgreen Co., and for cause of action against the Defendants would show unto the Court as follows:

JURISDICTION AND VENUE

1. The Plaintiffs are adult resident citizens of Bartlett, Shelby County, Tennessee and are Husband and Wife.
2. The Defendant, Sheryl Stuart, is an adult resident citizen of Brownsville, Haywood County, Tennessee and at all times herein pertinent was employed as Store Manager at Walgreen Store No. 11464 located at 1114 East Main Street, Brownsville, Haywood County, Tennessee 38012.
3. The Defendant, James Adkins, is an adult resident citizen of Brownsville, Haywood County, Tennessee and at all times herein pertinent was employed as Associate Store Manager at



FILED
6-15-09 Time *1030*
ELMA BITTLE, CLERK
[Signature] D.C.

Walgreen Store No. 11464 located at 1114 East Main Street, Brownsville, Haywood County, Tennessee 38012.

4. The Defendant, Walgreen Co., is a foreign corporation licensed and authorized to transact business in Tennessee and in Brownsville, Haywood County, Tennessee with offices located at 1114 East Main Street, Brownsville, Tennessee 38012, Agent for Service of Process being The Prentice-Hall Corporation System, Inc., 2908 Poston Avenue, Nashville, Tennessee 37203.

5. Plaintiffs' causes of action arise in tort as a result of an injury and fall by the Plaintiff, Raymond Hazel, that occurred upon the property owned and operated by the Defendant, Walgreen Co., located at 1114 East Main Street, Brownsville, Haywood County, Tennessee on June 19, 2008 which resulted in injury to the Plaintiff as will be more particularly set forth below.

FACTS

6. On or about June 19, 2008, Plaintiff, Raymond Hazel, was upon the property of the Defendant Walgreen Co. for the purpose of repairing lighting. On that date as the Plaintiff, Raymond Hazel, was standing upon a ladder repairing a broken light fixture suddenly and without warning boxes stacked adjacent to the ladder on which the Plaintiff was standing and near the light fixture that Plaintiff was repairing suddenly fell striking the ladder and the Plaintiff and causing him to fall resulting in severe and permanent injury to the Plaintiff as will be more particularly described below.

7. Plaintiffs allege that said premises were owned and maintained by the Defendant Walgreen Co. and that the Defendant Walgreen Co. intended that the Plaintiff, Raymond Hazel,

would come upon the premises for the purpose of repairing broken light fixtures.

8. Plaintiffs allege that the Defendants' failure to make the premises safe for the Plaintiff, Raymond Hazel, created a very dangerous and hazardous condition to any and all persons coming upon the premises.

9. Plaintiffs allege that the Defendants negligently failed to maintain and inspect the premises to insure that the premises were in a reasonable safe condition for persons invited to come upon the premises such as the Plaintiff, Raymond Hazel, for making repairs, and failed and neglected to exercise ordinary care to remedy the aforementioned dangerous condition, although Defendants had actual or constructive knowledge of same and knew or should have known of the likelihood of injury to persons coming upon said premises for a sufficient time prior to the subject incident to have taken remedial action to prevent this injury from occurring.

10. At all times herein pertinent the Defendants Sheryl Stuart and James Adkins, as Store Manager and Associate Store Manager of the store owned and operated by the Defendant Walgreen Co. were operating the premises owned and maintained by the Defendant owner with the knowledge, and/or consent and/or permission of the Defendant owner.

11. At all times herein pertinent the Defendants Sheryl Stuart and James Adkins were employed by the Defendant Walgreen Co. and were on or about the business of the Defendant owner. The Doctrines of Agency, Master/Servant and Respondeat Superior are herein relied upon in this cause.

ACTS OF NEGLIGENCE

12. Defendants were guilty of one or more or all of the following acts of common law negligence, each and every one of which were a direct and proximate cause of the injuries and

damages herein complained of, to-wit:

- a. In negligently failing and neglecting to maintain said premises in a reasonable and safe condition for normal use, and failing and neglecting to exercise ordinary care and to conduct sufficient inspection to remedy the aforementioned dangerous conditions, although Defendants had or should have had actual or constructive knowledge of said conditions and the likelihood of injury to persons using same for such time prior to this occurrence to have taken remedial action;
- b. In negligently maintaining said dangerous condition which could not easily be seen by an ordinary person, such as Plaintiff, Raymond Hazel, working upon the premises;
- c. In negligently failing to inspect and maintain said premises to keep the same in a safe condition for persons coming upon same;
- d. In negligently maintaining the premises in such a defective and dangerous condition as to render same unsafe and hazardous and that the Defendants knew or should have known of the great risk of injury to persons in the customary use of said premises;
- e. In negligently and carelessly failing to use that degree of care and caution in maintenance of the Defendants' premises and, further, in properly storing stock of the Defendants as required of a reasonable and prudent person under the conditions and circumstances existing at the time and place of the subject injury;

- f. In negligently failing to warn Plaintiff and others of the dangerous condition of the premises;
- g. In negligently failing to perform proper inspection of the stockroom of the premises;
- h. In negligently failing to properly store stock in the stockroom of the premises;
- i. In negligently failing to supervise employees responsible for the stacking of boxes in the stockroom area of the Defendants' premises;
- j. In negligently failing to properly instruct employees in the proper method to stack boxes in the stockroom area of the Defendants' business premises;
- k. In negligently failing to take remedial action regarding the stacking of boxes in the stockroom area of the Defendants' although agents, servants and employees of the Defendants have been warned on prior occasions of the dangerous condition existing in the Defendants' stockroom.

13. Plaintiff, Raymond Hazel, would show that on several occasions prior to his injury on June 19, 2008 that he had advised the Defendants Sheryl Stuart and James Adkins of the dangerous nature of boxes stacked in the stockroom of the Defendants' premises.

14. Plaintiffs would show that Defendants Sheryl Stuart and James Adkins had on several occasions prior to June 19, 2008 acknowledged that boxes stacked in the stockroom of the Defendant Walgreen Co.'s premises had toppled over because of the manner in which boxes containing stock were stacked in the stockroom.

15. Plaintiffs would show that on several occasions prior to June 19, 2008 Plaintiff, Raymond Hazel, had performed repair services in the stockroom of the Defendant, Walgreen Co.'s store caused by stacked boxes of stock toppling over and striking light fixtures.

16. Plaintiffs would show that the Defendants had actual notice and/or constructive notice of the dangerous conditions regarding boxes stacked in the stockroom of the Defendants' premises prior to the injury of the Plaintiff, Raymond Hazel, on June 19, 2008.

17. Defendant Walgreen Co., as owner of the premises, was likewise guilty of each and every act of negligence committed by the Defendants Sheryl Stuart and James Adkins as Store Manager and Associate Store Manager by virtue and effect of the Doctrines of Agency, Respondeat Superior and/or Master/Servant.

INJURIES AND DAMAGES

18. Plaintiff, Raymond Hazel, as a direct and proximate result of the above acts of negligence, suffered the following injuries and damages:

- a. Severe and permanent injury, either caused, precipitated and/or aggravated by the wrongs complained of including, but not limited to, injury to the head, neck, back, legs and entire central nervous and emotional systems;
- b. Great fright and shock;
- c. Great physical pain, both past and future;
- d. Great mental and emotional anguish, both past and future;
- e. Large medical expenses, both past and future;
- f. Inability to enjoy the normal pleasures of life, both past and future;
- g. Lost earnings, both past and future;

h. Lost earning capacity, both past and future.

19. Plaintiff, Pamela A. Hazel, as a direct and proximate result of the above acts of negligence suffered the loss of society and consortium of the Co-Plaintiff, her Husband, Raymond Hazel.

RELIEF SOUGHT

WHEREFORE, PREMISES CONSIDERED, Plaintiffs respectfully pray for damages as they may appear at the trial of this cause in an amount adequate to compensate Plaintiff, Raymond Hazel, for his injuries and damages alleged above and, further, to adequately compensate Plaintiff, Pamela A. Hazel, for her injuries and damages as alleged above, as may appear at the trial of this cause, reserving the right to amend this pleading to conform to the facts as they may develop, for costs and interest, for all such other general relief justified by the facts under the law or in equity and respectfully request a trial.

Respectfully submitted,



STEVEN C. GRUBB
Attorney for Plaintiffs
PO Box 770747
Memphis, TN 38177-0747
(901) 682-4077

#9180

August 14, 2009

VIA US MAIL & CERTIFIED MAIL

Gene Smith
GS Lighting
28917 Katy-Brookshire Road
Katy, TX 77494

Pathfinder/LL&D Insurance Group, LLC
1160 Dairy Ashford #220
P.O. Box 441587
Houston, TX 77244-1587

RE: Raymond Hazel v. Walgreen Co. et al.

Court No.: 3922

Claim No.: 30080678047

D/L: June 19, 2008

Store: 11464 (1114 East Main St., Brownsville, TN)

Dear Mr. Smith:

Walgreen Co. has been served with a complaint in the above captioned matter. Plaintiff alleges that on June 19, 2008, he was injured at store #11464 when he fell from a ladder while repairing a broken light fixture. He alleges that boxes stacked adjacent to the ladder, which the Plaintiff was standing suddenly fell striking the ladder and causing the Plaintiff to fall. A copy of the complaint is enclosed.

Pursuant to the attached Lighting Maintenance Service Agreement dated June 1, 2008, between GS Lighting and Walgreen Co., Walgreen Co. hereby tenders its complete and exclusive defense and indemnity in this matter to GS Lighting and its insurers. The Lighting Maintenance Agreement provides under paragraph 5 - "Contractor agrees to purchase and maintain in full force and effect, during the entire term of this Agreement, comprehensive general liability and property damage insurance under which Customer shall be named as an additional insured."

Additionally, under paragraph 4 - "Contractor shall indemnify and hold harmless Client, its parent, subsidiaries, agents, employees, contractors, officers, and directors from and against any and all costs, losses, claims, expenses, including but not limited to attorney's fees and court costs, which Client suffers or pays as a result of claims or suits arising out of any such damage or injury, (including death) caused by or resulting from negligence, willful misconduct or any other wrongful act(s) of Contractor, its employees, agents and subcontractors. This indemnity shall survive any termination of this Agreement. Contractor shall also reimburse Client for any expenses reasonably incurred by Client to protect itself from, or to remedy, defaults under this Agreement."

Given the provisions of the Lighting Maintenance Service Agreement, GS Lighting should be assuming the complete and exclusive defense and indemnity of Walgreen Co.

In the meantime, we will continue our current course in the defense of this matter and protect Walgreen Co.'s interest and look to GS Lighting and its insurer for total indemnification and reimbursement of any legal fees and costs incurred.

WALGREEN CO. 104 WILMOT ROAD MS 1425 DEERFIELD ILLINOIS 60015
DIRECT PHONE: 847.315.4685 FAX: 847.315.4826
E-MAIL: tomas.fernandez@walgreens.com



Very truly yours,

WALGREEN CO.

Tomas J. Fernandez
Senior Litigation Attorney

TJF:bb

Enclosures

Cc: Allied Insurance Company
Hartford Insurance Company

WALGREEN CO. 104 WILMOT ROAD MS 1425 DEERFIELD ILLINOIS 60015
DIRECT PHONE: 847.315.4685 FAX: 847.315.4826
E-MAIL: tomas.fernandez@walgreens.com

IN THE CIRCUIT COURT OF TENNESSEE
TWENTY-EIGHTH JUDICIAL DISTRICT AT BROWNSVILLE
HAYWOOD COUNTY

9.4416

RAYMOND HAZEL and PAMELA A.
HAZEL, Husband and Wife,

Plaintiffs,

VS.

NO. 3922

SHERYL STUART, JAMES ADKINS and
WALGREEN CO.,

Defendants

ANSWER OF DEFENDANTS SHERYL STUART, JAMES ADKINS AND
WALGREEN CO. TO PLAINTIFFS' COMPLAINT

For answer to the Complaint of Raymond Hazel and Pamela A. Hazel, Defendants Sheryl
Stuart, James Adkins, and Walgreen Co. say:

JURY DEMAND

Defendants demand a trial by jury of twelve citizens who shall be required to reach a
unanimous verdict as to the issues herein when joined.

FIRST DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND DEFENSE

Defendants affirmatively aver that the burden of proof rests on Plaintiffs with respect to
all particulars which they allege and on which they rely in the Complaint.

THIRD DEFENSE

For answer to the numbered paragraphs of the Complaint, Defendants say:



FILED
8-16-29 Time: 10:30
ELMA PIRTLE, Clerk
D.C.

1. Defendants lack information upon which to formulate a belief as to the truth of allegations contained in Paragraph 1 of the Complaint.

2. Defendants admit the allegations of Paragraph 2 of the Complaint.

3. Defendants admit James Adkins was assistant manager of the Walgreen Co. store at 1114 East Main Street, Brownsville, Tennessee in June, 2008. Defendants deny all remaining allegations in Paragraph 3 of the Complaint.

4. Defendants admit Walgreen Co. is a corporation conducting business in Brownsville, Haywood County, Tennessee at 1114 East Main Street, Brownsville, Tennessee 38012.

5. Defendants deny Plaintiffs' characterization of his lawsuit and deny all allegations on which Plaintiffs intend to rely to establish liability assignable to any Defendant.

6. Responding to the allegations of Paragraph 6, Defendants admit Raymond Hazel, on June 19, 2008, was within the store operated by Defendant Walgreen Co. to repair lighting elements. Defendants admit Raymond Hazel fell from a ladder. Defendants deny all other allegations contained in Paragraph 6 of the Complaint.

7. Responding to the allegations of Paragraph 7 of the Complaint, Defendants admit Walgreen Co. owned the premises at 1114 East Main Street, Brownsville, Tennessee 38012 where it operated a drug store. Defendants deny the remaining allegations of Paragraph 7 of the Complaint as stated.

8. Defendants deny the allegations of Paragraph 8 of the Complaint.

9. Defendants deny the allegations of Paragraph 9 of the Complaint.

10. Responding to the allegations of Paragraph 10 of the Complaint, Defendants admit Sheryl Stuart was at relevant times the store manager and that James Adkins was assistant store manager.

11. Responding to the allegations of Paragraph 11, Defendants admit Sheryl Stuart and James Adkins were employees of Walgreen Co. at the time of the events described in the Complaint. Defendants deny all other allegations contained in Paragraph 11 of the Complaint.

12. Defendants deny the allegations of Paragraph 12 and all allegations contained in sub-paragraphs (a) through (k).

13. Defendants deny the allegations of Paragraph 13 of the Complaint.

14. Defendants deny the allegations of Paragraph 14 of the Complaint.

15. Defendants lack information upon which to formulate a belief as to the truth of the allegations of Paragraph 15 of the Complaint.

16. Defendants deny the allegations of Paragraph 16 of the Complaint.

17. Defendants deny Walgreen Co. is liable to Plaintiffs. Defendants admit Walgreen Co. operates a drug store on the premises at 1114 East Main Street, Brownsville, TN 38012.

18. Defendants lack information upon which to formulate a belief as to the truth of the allegations contained in Paragraph 18 and within sub-paragraphs (a) through (h).

19. Defendants lack information upon which to formulate a belief as to the truth of the allegations contained in Paragraph 19 of the Complaint.

20. Defendants deny that they are liable to Plaintiff's Raymond Hazel and Pamela A. Hazel upon any ground and upon any grounds stated in the Complaint.

21. All allegations of the Complaint not hereinabove admitted, denied or explained are now specifically and categorically denied.

FOURTH DEFENSE

Defendants affirmatively aver Raymond Hazel had the duty to exercise ordinary care in the interest of his own health, safety, and well being. Defendants aver that Raymond Hazel failed to exercise such care. Defendants aver that Plaintiff's own negligence and failure to exercise ordinary and reasonable care in the interest of his safety bars his recovery of damages from these Defendants. Defendants alternatively aver that the negligence and fault attributable to Plaintiff Raymond Hazel must be compared with any fault or negligence attributable to any Defendant, if such fault there be under the Doctrine of Modified Comparative Fault as judicially adopted in Tennessee.

Respectfully submitted,

McNABB, BRAGORGOS & BURGESS, PLLC

By: 

LELAND M. MCNABB #07551

Attorney for Walgreen Co.

81 Monroe, Sixth Floor

Memphis, Tennessee 38103

Telephone: (901) 624-0640

Fax: (901) 624-0650

lmcnabb@mbb-law.com

CERTIFICATE OF SERVICE

This certifies that a copy of the foregoing has been served upon opposing counsel for all parties or all parties individually as follows,

Steven C. Grubb Esq.
P.O. 770747
Memphis, TN 38177-0747

by placing a copy of same in the U.S. Mail, postage prepaid, on August ^{14 LM} 12, 2009.


LELAND M. MCNABB

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Nationwide Insurance
Allstate Insurance
Nationwide Agribusiness
Titus Insurance
On Your Side
Victoria Insurance

3340 Players Club Pkwy * Suite #300 * Memphis, TN 38126

September 28, 2009

Walgreens Co
Thomas J. Fernandez
Senior Litigation Attorney
104 Wilnot Road MS 1425
Deerfield, Illinois 60015

OUR INSURED : GS Lighting Service, Inc.
OUR CLAIM NUMBER : 78 42 PE 035885 06192008 51
DATE OF LOSS : 06-19-2008
YOUR CLAIM NUMBER : 30080678047
YOUR STORE : 11484 (1114 East Main Street, Brownsville, TN)
STYLE OF COMPLAINT : Raymond Hazel and Pamela A. Hazel v. Sheryl Stuart, James Adkins and Walgreen Co

Dear Mr. Fernandez:

We acknowledge receipt of the Complaint referenced above as well as the Lighting Maintenance Service Agreement between GS Lighting and Walgreen Co. These documents, along with the policy and the Additional Insured Endorsement have been thoroughly reviewed.

After a careful review of these documents, we must respectfully deny your tender of defense of this matter at this time. Our conclusion is that no present duty to defend or indemnify Walgreens Co has been triggered.

Walgreens Co seeks coverage under the indemnity section of the Agreement. The Agreement seeks indemnity for damages "caused by or resulting from negligence, willful misconduct or any other wrongful act of Contractor [GS Lighting]". There are no allegations of any such wrongdoing by GS Lighting.

Walgreen Co, alternatively seeks coverage as an additional insured under the policy issued to GS Lighting Service, Inc. Walgreen Co is an additional insured via endorsement and a duty to defend is triggered if the allegations in the Complaint fall within the scope of that endorsement.

Endorsement CG 20 10 07 04 states the following:

ADDITIONAL INSURED-OWNERS, LESSORS OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part, by:

1. Your acts or omissions; or





Nationwide Insurance
Allied Insurance
Nationwide Agribusiness
Titan Insurance
Victoria Insurance

On Your Side

2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated.

B. With respect to the insurance afforded to these additional insured, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations had been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Coverage for Walgreens Co pursuant to the Additional Insured Endorsement is limited to bodily injury ... caused, in whole or in part, by the acts or omissions of GS Lighting or those acting on its behalf. In reviewing the Complaint, there are no allegations of negligence against GS Lighting or against anyone acting on its behalf. The allegations do not state a claim within the scope of coverage of the Additional Insured Endorsement; therefore, no duty to defend has been triggered.

We will review any additional information that you are willing to provide, and then review our decision not to accept the tender of defense. However, at this time our investigation has indicated that there are no allegations of any negligence on the part of GS Lighting, which would trigger any contractual duty to defend or indemnify Walgreens Co.

Sincerely

Depositors Insurance Company, a Nationwide company
Aline Reddick
Claims Department
(801)821-8214

CC: Pathfinder/LL&D Insurance Group, LLC
GS Lighting Service, Inc